

**Hearing Date: July 22, 2022 at 10:00 a.m. (prevailing Eastern Time)**  
**Objection Deadline: July 15, 2022 at 4:00 p.m. (prevailing Eastern Time)**

Ryan Preston Dahl  
Katharine E. Scott  
Lucas W. Brown  
**ROPES & GRAY LLP**  
1211 Avenue of the Americas  
New York, New York 10036  
Telephone: (212) 596-9000  
Facsimile: (212) 596-9090

Benjamin M. Rhode (admitted *pro hac vice*)  
**ROPES & GRAY LLP**  
191 North Wacker Drive  
Chicago, Illinois 60606  
Telephone: (312) 845-1200  
Facsimile: (312) 596-5500

*Proposed Special Counsel to the BrandCo Debtors*

**UNITED STATES BANKRUPTCY COURT**  
**SOUTHERN DISTRICT OF NEW YORK**

In re:

REVLON, INC., *et al.*<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-10760 (DSJ)

(Jointly Administered)

**NOTICE OF BRANDCO DEBTORS' APPLICATION FOR ENTRY  
OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT  
OF HURON CONSULTING SERVICES LLC AS FINANCIAL ADVISOR TO THE  
BRANDCO DEBTORS EFFECTIVE NUNC PRO TUNC TO JUNE 17, 2022**

**PLEASE TAKE NOTICE** that on July 6, 2022, Debtor Beautyge II, LLC and those certain “BrandCo” debtors described herein (collectively, and together with Beautyge II, LLC, the “BrandCo Debtors”) in the above-captioned chapter 11 cases, by and through their undersigned proposed special counsel, filed the *BrandCo Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Huron Consulting Services LLC as Financial Advisor to the BrandCo Debtors Effective Nunc Pro Tunc to June 17, 2022* (the “Application”).

<sup>1</sup> The last four digits of Debtor Revlon, Inc.’s tax identification number are 2955. Due to the large number of debtor entities in these chapter 11 cases, for which the Debtors have requested joint administration, a complete list of the Debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: One New York Plaza, New York, NY 10004.

**PLEASE TAKE FURTHER NOTICE** that a hearing (the “Hearing”) on the Application will be held before the Honorable David S. Jones, of the United States Bankruptcy Court for the Southern District of New York (the “Court”), One Bowling Green, New York, New York 10004, on **July 22, 2022 at 10:00 a.m. (prevailing Eastern Time)**. In accordance with General Order M-543 (General Order M-543 can be found at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov), the official website for the Court), dated March 20, 2020, the Hearing will be conducted via Zoom videoconference. Parties wishing to appear at the Hearing, whether in a “live” or “listen only” capacity, must make an electronic appearance through the “eCourtAppearances” tab on the Court’s website (<https://www.nysb.uscourts.gov/content/judge-david-s-jones>) no later than 4:00 p.m. on the business day before the Hearing (the “Appearance Deadline”). Following the Appearance Deadline, the Court will circulate by email the Zoom link to the Hearing to those parties who have made an electronic appearance. Parties wishing to appear at the Hearing must submit an electronic appearance through the Court’s website by the Appearance Deadline and not by emailing or otherwise contacting the Court. Additional information regarding the Court’s Zoom and hearing procedures can be found on the Court’s website.

**PLEASE TAKE FURTHER NOTICE** that any responses or objections (the “Objections”) to the Application shall: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York; (c) (i) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, be filed with the Court electronically on the docket of *In re Revlon, Inc.*, No. 22-10760 (DSJ) by registered users of the Court’s electronic filing system and in accordance with General Order M-399 (which can be found at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov)) with a hard copy delivered directly to the Court’s chambers or (ii) by all

other parties in interest, be submitted in accordance with the customary practices of the Bankruptcy Court and General Order M-399; and (d) be served so as to be actually received no later than **July 15, 2022 at 4:00 p.m. (prevailing Eastern Time)** (the “Objection Deadline”), in a manner consistent with the *Order (A) Establishing Certain Notice, Case Management, and Administrative Procedures and (B) Granting Related Relief* [Docket No. 76] and the procedures set forth therein as Exhibit 1 (the “Case Management Procedures”), including, but not limited to, by serving any Objection on the parties listed in paragraphs 22 and 34 of the Case Management Procedures.

**PLEASE TAKE FURTHER NOTICE** that if no objections or other responses are timely filed and served with respect to the Application, the BrandCo Debtors shall, on or after the Objection Deadline, submit to the Court an order substantially in the form annexed as Exhibit A to the Application, which order the Court may enter with no further notice or opportunity to be heard.

**PLEASE TAKE FURTHER NOTICE** that the Hearing may be continued or adjourned thereafter from time to time without further notice other than an announcement of the adjourned date or dates at the Hearing or at a later hearing.

*[remainder of page intentionally left blank]*

**PLEASE TAKE FURTHER NOTICE** that copies of the Application can be viewed and/or obtained by: (i) accessing the Court's website at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov), or (ii) from the Debtors' notice and claims agent, Kroll, at <https://cases.ra.kroll.com/revlon/> or by calling (855) 631-5341 (toll free) for U.S. and Canada-based parties or +1 (646) 795-6968 for international parties. Note that a PACER password is needed to access documents on the Court's website.

Dated: July 6, 2022  
New York, New York

Respectfully submitted,

/s/ Ryan Preston Dahl

Ryan Preston Dahl

Katharine E. Scott

Lucas W. Brown

**ROPES & GRAY LLP**

1211 Avenue of the Americas  
New York, NY 10036-8704

Tel: (212) 596-9000

[ryan.dahl@ropesgray.com](mailto:ryan.dahl@ropesgray.com)

[katharine.scott@ropesgray.com](mailto:katharine.scott@ropesgray.com)

[lucas.brown@ropesgray.com](mailto:lucas.brown@ropesgray.com)

-and-

Benjamin M. Rhode (admitted *pro hac vice*)

**ROPES & GRAY LLP**

191 North Wacker Drive

Chicago, Illinois 60606

Telephone: (312) 845-1200

Facsimile: (312) 596-5500

[benjamin.rhode@ropesgray.com](mailto:benjamin.rhode@ropesgray.com)

*Proposed Special Counsel to the BrandCo Debtors*

Ryan Preston Dahl  
Katharine E. Scott  
Lucas W. Brown  
**ROPES & GRAY LLP**  
1211 Avenue of the Americas  
New York, New York 10036  
Telephone: (212) 596-9000  
Facsimile: (212) 596-9090

Benjamin M. Rhode (admitted *pro hac vice*)  
**ROPES & GRAY LLP**  
191 North Wacker Drive  
Chicago, Illinois 60606  
Telephone: (312) 845-1200  
Facsimile: (312) 596-5500

*Proposed Special Counsel to the BrandCo Debtors*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

REVLON, INC., *et al.*<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-10760 (DSJ)

(Jointly Administered)

**BRANDCO DEBTORS' APPLICATION FOR ENTRY  
OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT  
OF HURON CONSULTING SERVICES LLC AS FINANCIAL ADVISOR TO THE  
BRANDCO DEBTORS EFFECTIVE NUNC PRO TUNC TO JUNE 17, 2022**

Debtor Beautyge II, LLC and those certain “BrandCo” debtors described herein (collectively, and together with Beautyge II, LLC, the “BrandCo Debtors”) in the above-captioned chapter 11 cases, hereby submit this application (this “Application”) for entry of an order (the “Order”), substantially in the form attached hereto as Exhibit A, pursuant to sections 327(a), 328(a), 330, and 1107(b) of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014 and 2016 of the Federal Rule of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1

<sup>1</sup> The last four digits of Debtor Revlon, Inc.’s tax identification number are 2955. Due to the large number of debtor entities in these chapter 11 cases, for which the Debtors have requested joint administration, a complete list of the Debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: One New York Plaza, New York, NY 10004.

and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), authorizing the retention and employment by Ropes & Gray LLP (“Ropes & Gray”) (proposed special counsel to the BrandCo Debtors) of Huron Consulting Services LLC (“Huron”) as financial advisor to the BrandCo Debtors in connection with Mr. Steven Panagos’s delegated authority as Restructuring Officer of the BrandCo Debtors, effective as of June 17, 2022. In support of this Application, the BrandCo Debtors respectfully submit and incorporate herein by reference the Declaration of John C. DiDonato (the “DiDonato Declaration”), attached hereto as **Exhibit B**, and state as follows:

#### **JURISDICTION AND VENUE**

1. The United States Bankruptcy Court for the Southern District of New York (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012. The BrandCo Debtors confirm their consent pursuant to rule 7008 of the Bankruptcy Rules, to the entry of a final order by the Court in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue of these cases and this proceeding is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief sought herein are sections 327(a), 328, 330, and 1107(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1.

## **BACKGROUND**

### **A. The Chapter 11 Cases**

4. On June 15, 2022 (the “Petition Date”), each of the above-captioned debtors and debtors in possession (collectively, the “Debtors”), including the BrandCo Debtors, filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, thereby commencing these chapter 11 cases (the “Chapter 11 Cases”). The Debtors continue to manage and operate their businesses as debtors in possession under sections 1107 and 1108 of the Bankruptcy Code.

5. The Debtors’ Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Bankruptcy Rules. On June 24, 2022, the United States Trustee for the Southern District of New York (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Creditors’ Committee”) [Docket No. 121]. No trustee or examiner has been appointed in the Chapter 11 Cases.

6. Information regarding the Debtors’ businesses, their capital and debt structures, and the events leading to the filing of the Chapter 11 Cases is contained in the *Declaration of Robert M. Caruso, Chief Restructuring Officer, (I) in Support of First Day Motions and (II) Pursuant to Local Bankruptcy Rule 1007-2* (the “First Day Declaration”) [Docket No. 30].<sup>2</sup>

### **B. The BrandCo Debtors**

7. The BrandCo Debtors refer to thirteen (13) entities formed in connection with the funding, provided by the BrandCo Debtors’ lenders, of three senior secured term loan facilities in

---

<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed such term in the First Day Declaration.

2020, as described more fully in the First Day Declaration.<sup>3</sup> The BrandCo Debtors were formed to, among other things, hold certain of the Debtors' intellectual property not held by Debtor Revlon, Inc., including brands such as American Crew, Elizabeth Arden, Almay, Mitchum, and White Shoulders.

8. As set forth more fully in the First Day Declaration, Debtor Beautyge I, as sole Member of each of the BrandCo Debtors, appointed Mr. Steven Panagos as Restructuring Officer and delegated to Mr. Panagos the full authority to (i) consider, negotiate, approve, authorize, and act upon any matter that certain creditors of the BrandCo Debtors could potentially allege presents conflicts of interest between the BrandCo Debtors and related entities (an "Alleged BrandCo Conflict Matter"); and (ii) carry out all key activities related to the Chapter 11 Cases of the BrandCo Debtors, subject to certain restrictions. Specifically, Mr. Panagos does not have the power or authority to approve any "Significant Transactions," which include the adoption or implementation of any proposed (a) plan of reorganization of any BrandCo Debtor, (b) sale of all or substantially all of any of the BrandCo Debtors' assets or businesses, or (c) any other significant transaction or decision that he determines should be considered by the Member, unless such Significant Transaction constitutes an Alleged BrandCo Conflict Matter.

### **RELIEF REQUESTED**

9. By this Application, the BrandCo Debtors respectfully request entry of the Order pursuant to sections 327(a), 328, 330, and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, authorizing the BrandCo Debtors to

---

<sup>3</sup> The BrandCo Debtors consist of: (i) Beautyge II, LLC; (ii) BrandCo Almay 2020 LLC; (iii) BrandCo Charlie 2020 LLC; (iv) BrandCo CND 2020 LLC; (v) BrandCo Curve 2020 LLC; (vi) BrandCo Elizabeth Arden 2020 LLC; (vii) BrandCo Giorgio Beverly Hills 2020 LLC; (viii) BrandCo Halston 2020 LLC; (ix) BrandCo Jean Nate 2020 LLC; (x) BrandCo Mitchum 2020 LLC; (xi) BrandCo Multicultural Group 2020 LLC; (xii) BrandCo PS 2020 LLC; and (xiii) BrandCo White Shoulders 2020 LLC.

retain and employ Huron to perform those financial advisory services that will be necessary during these Chapter 11 Cases, effective as of June 17, 2022, pursuant to the terms and conditions set forth in the engagement agreement effective as of June 17, 2022 (the “Engagement Agreement”), attached as **Exhibit 1** to the Order.

### **SERVICES TO BE RENDERED**

10. Subject to approval by the Court, Ropes & Gray proposes to retain and employ Huron to provide financial advisory services to the BrandCo Debtors on the terms and conditions set forth in the Engagement Agreement to assist the BrandCo Debtors in connection with Mr. Steven Panagos’s delegated authority as Restructuring Officer of the BrandCo Debtors. These services may include, but are not limited to:

- i. assisting the BrandCo Debtors and their proposed special counsel, Ropes & Gray, in:
  - a. analyzing the BrandCo Debtors’ proposed debtor-in-possession financing facilities;
  - b. obtaining and presenting information required by the Brandco Debtors or that the BrandCo Debtors may choose to or be required to provide to the Debtors or other parties in interest, including the Court, the Creditors’ Committee, and/or any other official committees appointed in the proceedings; and
  - c. preparing and responding to information requests;
- ii. providing, if requested:
  - a. valuation services related to the value of the BrandCo Debtors and their assets;
  - b. investigative and litigation consulting services regarding any potential causes of action related to the Chapter 11 Cases held by, directed toward, or otherwise relevant to the BrandCo Debtors; and
  - c. expert testimony regarding Huron’s investigative and valuation services before the Court;
- iii. advising the BrandCo Debtors and Ropes & Gray with respect to various financial analyses and financial modeling activities, as requested;

- iv. collaborating and coordinating with the other advisors to the Debtors or other parties in interest, as requested; and
- v. providing additional services as may be requested from time to time subject to a written agreement as to scope and fees.

11. The services to be provided by Huron will not be duplicative of those provided by Ropes & Gray and Huron will coordinate any services performed at the BrandCo Debtors' request with the services of Ropes & Gray and any other financial advisors and counsel, as appropriate, to minimize duplication of effort.

12. Subject to the Court's approval of the Application, Huron is willing to serve as the BrandCo Debtors' financial advisor and to perform the services described above.

### **QUALIFICATIONS OF PROFESSIONALS**

13. The BrandCo Debtors have selected Huron as their financial advisor because of the firm's diverse experience and extensive knowledge in the field of insolvency and restructuring.

14. Huron and its professionals have a proven track record of enhancing value for financially distressed business organizations. Huron provides comprehensive solutions to companies in transition, creditor constituencies, and other stakeholders in connection with out-of-court restructurings and bankruptcy proceedings. Huron personnel possess years of experience in providing in-depth analyses of the strengths and weaknesses of financially distressed business entities and assisting with the development of a clear strategy for moving forward. Huron's restructuring and turnaround management services include numerous interim management and advisory roles including debtor advisory, secured lender advisory, unsecured creditor advisory, and financial consulting. Huron possesses specific experience with businesses the size of the BrandCo Debtors and Huron's core competencies include providing management services and advising debtors in chapter 11 cases.

15. Huron has extensive experience in providing restructuring services in and out of chapter 11 proceedings and has an excellent reputation for the services it has rendered on behalf of debtors and creditors throughout the United States. Among many other examples, Huron has provided restructuring and turnaround advisory services to companies including Town Sports International, LLC, Maines Food and Paper Services, Inc., Allen Systems Group, Kazi Foods, FuelCell Energy, Inc., The NORDAM Group, Inc, and Revstone Industries.

16. The BrandCo Debtors need assistance in collecting and analyzing financial and other information in relation to the Chapter 11 Cases. Huron has considerable experience with rendering such services to debtors and other parties in numerous chapter 11 cases. The BrandCo Debtors believe that Huron is well qualified and able to advise them in a cost-effective, efficient, and timely manner. As such, Huron is qualified to perform the work required in these cases.

#### **DISINTERESTEDNESS OF PROFESSIONALS**

17. To the best of the BrandCo Debtors' knowledge and based upon the DiDonato Declaration, Huron is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code as modified by section 1107(b) of the Bankruptcy Code.

18. To the best of the BrandCo Debtors' knowledge and based upon the DiDonato Declaration, Huron does not hold or represent an interest adverse to the estates, in accordance with section 327 of the Bankruptcy Code.

19. To the best of the BrandCo Debtors' knowledge and based upon the DiDonato Declaration, (1) Huron's connections with the BrandCo Debtors, creditors, any other party in interest, or their respective attorneys are disclosed at **Schedule 2** to the DiDonato Declaration; and (2) the Huron professionals working on this matter are not relatives of the United States Trustee

for the Southern District of New York or of any known employee in the office thereof, or any United States Bankruptcy Judge of the Southern District of New York.

20. Huron has not provided, and will not provide, any professional services to any of the creditors, other parties-in-interest, or their respective attorneys or accountants with regard to any matter related to these Chapter 11 cases.

### **PROFESSIONAL COMPENSATION**

21. Huron's requested compensation for professional services rendered to the BrandCo Debtors will be based upon the hours actually expended by each assigned staff member at each staff member's hourly billing rate. The BrandCo Debtors have agreed to compensate Huron for professional services rendered at its normal and customary hourly rates.

22. In the normal course of business, Huron revises its hourly rates on January 1 of each year. Huron requests that the rates listed below be revised to the hourly rates that are in effect at the time the services are rendered. The current normal and customary hourly rates for the financial advisory services to be rendered by Huron and applicable herein are as follows:

<b>Title</b>	<b>Rate Range</b>
Managing Director	\$965 - \$1,315
Senior Director	\$805 - \$950
Director	\$605 - \$770
Manager	\$550 - \$575
Associate	\$440 - \$495
Analyst	\$330 - \$400

23. Huron will also seek reimbursement for necessary expenses incurred, which shall include, but not be limited to, travel, photocopying, delivery service, postage, vendor charges, and other out-of-pocket expenses incurred in providing professional services.

24. Huron intends to apply to the Court for the allowance of compensation for professional services rendered and reimbursement of expenses incurred in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Huron has agreed to accept as compensation such sums as may be allowed by the Court. Huron understands that interim and final fee awards are subject to approval by the Court.

### **INDEMNIFICATION**

25. As a material part of the consideration for which Huron has agreed to provide the services described herein, and pursuant to the Engagement Agreement, including the indemnification provisions attached thereto and incorporated by reference therein (the “Indemnification Provisions”), the BrandCo Debtors have agreed to indemnify and hold harmless Huron (including its agents and contractors) (collectively, the “Indemnified Parties”) under certain circumstances;<sup>4</sup> *provided, however,* that Indemnified Parties shall not be entitled to indemnification of any costs, fees, expenses, damages, and liabilities for any claim which arises out of gross negligence or willful misconduct, as finally adjudicated by a finder of fact; *provided further, however,* that such indemnification shall be permitted only in accordance with the Court’s order approving Huron’s retention in this matter.

---

<sup>4</sup> The Indemnification Provisions generally provide that the BrandCo Debtors will indemnify and hold harmless Huron and the other Indemnified Parties from and against any costs, fees, expenses, damages, and liabilities (including reasonable defense costs and legal fees), associated with any legal proceeding or other claim brought against the Indemnified Parties by a third party, including a subpoena or court order, arising from the services provided by the Indemnified Parties under the Engagement Agreement. Notwithstanding the terms of the Indemnification Provisions, the BrandCo Debtors and Huron have agreed, subject to the Court’s approval of this Application, that in no event shall an Indemnified Party be indemnified or receive contribution or other payment under the Indemnification Provisions if the BrandCo Debtors, their estates, or the Creditors’ Committee assert a claim against an Indemnified Party and the Court determines by final order that such claim arose out of the gross negligence or willful misconduct on the part of that or any other Indemnified Party.

**NUNC PRO TUNC RELIEF REQUESTED**

26. Pursuant to the BrandCo Debtors' request and due to exigent circumstances, Huron commenced this engagement immediately and with assurances that the BrandCo Debtors would seek approval of its employment *nunc pro tunc* to June 17, 2022. The BrandCo Debtors believe that employment of Huron effective *nunc pro tunc* to June 17, 2022 is warranted under the circumstances of the Chapter 11 Cases so that Huron may be compensated for its services prior to entry of an order approving Huron's retention. Further, the BrandCo Debtors and Huron believe that no party in interest will be prejudiced by the granting of the *nunc pro tunc* employment because Huron has provided, and will continue to provide, valuable services to the BrandCo Debtors' estates since the June 17, 2022.

27. Based upon the foregoing, the BrandCo Debtors submit that cause exists to authorize the retention of Huron *nunc pro tunc* to June 17, 2022.

**NOTICE**

28. The Debtors will provide notice of this motion to: (a) the Office of the United States Trustee for the Southern District of New York; (b) Proskauer Rose LLP, as counsel to MidCap Funding IV Trust, in its capacity as (i) administrative agent and collateral agent under the Debtors' prepetition asset-based lending facility, (ii) administrative agent and collateral agent under the ABL DIP Facility, and (iii) ABL DIP Lender; (c) Morgan Lewis & Bockius LLP, as counsel to Crystal Financial LLC, in its capacity as administrative agent for the SISO Term Loan; (d) Alter Domus, in its capacity as administrative agent for the Tranche B; (e) Latham & Watkins, LLP, as counsel to Citibank N.A., in its capacity as 2016 Term Loan Agent; (f) Quinn Emanuel Urquhart & Sullivan, LLP, in its capacity as counsel to the putative 2016 Term Loan group; (g) Akin Gump Strauss Hauer & Feld, LLP, in its capacity as counsel to an ad hoc group of 2016 Term Loan

lenders; (h) Paul Hastings LLP, as counsel to Jefferies Finance LLC, in its capacity as BrandCo agent and DIP agent; (i) Davis Polk & Wardwell LLP and Kobre & Kim LLP, in their capacity as counsel to the ad hoc group of Term Loan DIP lenders and BrandCo lenders; (j) U.S. Bank National Association, as indenture trustee for the Debtors' pre-petition unsecured notes, and any counsel thereto; (k) Brown Rudnick LLP, in its capacity as counsel to the Committee; (l) the United States Attorney's Office for the Southern District of New York; (m) the Internal Revenue Service; (n) the Securities Exchange Commission; (o) the attorneys general for the states in which the Debtors operate; and (p) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

**NO PRIOR REQUEST**

29. No previous request for the relief sought herein has been made to this Court or any other court.

*[remainder of page intentionally left blank]*

## **CONCLUSION**

WHEREFORE, the BrandCo Debtors respectfully request that the Court enter an Order, substantially in the form attached hereto as **Exhibit A**, (i) granting this Application, (ii) authorizing Ropes & Gray to retain and employ Huron as financial advisor to the BrandCo Debtors *nunc pro tunc* to June 17, 2022 to perform the services set forth herein, (iii) approving the indemnification as set forth in the Engagement Agreement; and (iv) granting such other and further relief as is just and proper.

Dated: July 6, 2022  
New York, New York

## **BRANDCO DEBTORS**

/s/ Steven G. Panagos  
Name: Steven G. Panagos  
Title: Restructuring Officer

**EXHIBIT A**

**Proposed Order**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

REVLON, INC., *et al.*<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-10760 (DSJ)

(Jointly Administered)

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF  
HURON CONSULTING SERVICES LLC AS FINANCIAL ADVISOR TO THE  
BRANDCO DEBTORS EFFECTIVE NUNC PRO TUNC TO JUNE 17, 2022**

Upon the application (the “Application”)<sup>2</sup> of Debtor Beautyge II, LLC and those certain “BrandCo” debtors described in the Application (collectively, and together with Beautyge II, LLC, the “BrandCo Debtors”) for entry of an order (this “Order”), pursuant to sections 327(a), 328, 330, and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, authorizing the retention and employment of Huron Consulting Services LLC (“Huron”) as financial advisor to the BrandCo Debtors *nunc pro tunc* to June 17, 2022 and upon the Declaration of John C. DiDonato (the “DiDonato Declaration”), and the Court being satisfied, based upon the representations made in the Application and the DiDonato Declaration, that Huron represents no interest adverse to the BrandCo Debtors’ estates, that they are disinterested persons as that term is defined under section 101(14) of the Bankruptcy Code as modified by section 1107(b) of the Bankruptcy Code, and that their employment is necessary and in the best interests

<sup>1</sup> The last four digits of Debtor Revlon, Inc.’s tax identification number are 2955. Due to the large number of debtor entities in these chapter 11 cases, for which the Debtors have requested joint administration, a complete list of the Debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: One New York Plaza, New York, NY 10004.

<sup>2</sup> Capitalized terms used but not immediately defined herein shall have the meanings ascribed to such terms in the Application.

of the BrandCo Debtors' estates and their creditors; and it appearing that proper and adequate notice has been given and that no other or further notice is necessary; and after due deliberation thereon, and good and sufficient cause appearing therefore, it is hereby

ORDERED that the Application is granted and approved in all respects; and it is further

ORDERED that, pursuant to sections 327(a), 328, 330, and 1107(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, Ropes & Gray is hereby authorized to employ Huron as financial advisor to the BrandCo Debtors, in accordance with the terms of the Engagement Agreement and the Application, *nunc pro tunc* to June 17, 2022, to perform the services set forth in the Application and the Engagement Agreement; and it is further

ORDERED that Huron shall be compensated in accordance with the procedures set forth in sections 328, 330, and 331 of the Bankruptcy Code and such Bankruptcy Rules and Local Rules as may then be applicable, from time to time, and such procedures as may be fixed by order of this Court; and it is further

ORDERED that to the extent this Order is inconsistent with the Application, this Order shall govern; and it is further

ORDERED that BrandCo Debtors and their estates shall indemnify, defend, and hold harmless Huron, its officers, directors, shareholders, principals, members, managers, employees, affiliates, subcontractors, representatives, and agents (collectively, the "Huron Indemnified Parties") from and against any and all losses, claims, damages, liabilities, penalties, obligations, and expenses, including, without limitation, the costs and expenses for counsel, incurred by or asserted against the Huron Indemnified Parties in connection with or in any way related to Huron's engagement as financial advisor to the BrandCo Debtors; and it is further

ORDERED that, with respect to the above indemnification:

- a. all requests of the Huron Indemnified Parties for indemnification pursuant any Order approving this indemnification, shall be made by means of an application (interim or final as the case may be) filed with this Court;
- b. all requests by the Huron Indemnified Parties for indemnification by the BrandCo Debtors and their estates shall be subject to review by this Court to ensure that payment of such indemnification amounts conforms to the terms any Order approving this indemnification and is reasonable based upon the circumstances of the litigation or settlement in respect of which indemnity is sought;
- c. in no event shall the Huron Indemnified Parties be indemnified if a claim is asserted and a court determines by final order that such claim arose out of Huron's own gross negligence or willful misconduct; and
- d. in the event that the Huron Indemnified Parties seek reimbursement for attorneys' fees from the BrandCo Debtors and their estates pursuant to any Order approving this indemnification, which shall be permitted, the invoices and supporting time records from such attorneys shall be included in Huron's own applications (both interim and final) and such invoices and time records shall be subject to the *United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* without regard to whether such attorney has been retained under section 328, 1103(a), and 1103(b) of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

ORDERED that the BrandCo Debtors are authorized to take all the actions necessary to effectuate the relief granted in this Order; and it is further

ORDERED that, notwithstanding any Bankruptcy Rule to the contrary, this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation or interpretation of this Order.

Dated: \_\_\_\_\_, 2022  
New York, New York

---

HONORABLE DAVID S. JONES  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT 1**

**Engagement Agreement**



[huronconsultinggroup.com](http://huronconsultinggroup.com) | 1166 Avenue of the Americas, 3rd Floor, New York, NY 10036

July 6, 2021

Ryan P. Dahl, Esq.  
 Ropes & Gray LLP  
 1211 Avenue of the Americas  
 New York, NY  
 10036-8704

The BrandCo Debtors  
 c/o  
 Steven G. Panagos  
 Restructuring Officer  
 One New York Plaza  
 New York, NY 10004

Dear Mr. Dahl and Mr. Panagos:

Revlon, Inc. and its affiliated debtors (“Revlon”) filed petitions for relief under Chapter 11 of the Bankruptcy Code on June 15 and 16, 2022 (the “Proceedings”) in the Bankruptcy Court for the Southern District of New York. A total of 51 entities commenced Chapter 11 cases, including the following debtors (the “Brandco Debtors”):

<u>Case Name</u>	<u>Case No.</u>
• Beautyge II, LLC	22-10803
• BrandCo Almay 2020 LLC	22-10762
• BrandCo Charlie 2020 LLC	22-10764
• BrandCo CND 2020 LLC	22-10767
• BrandCo Curve 2020 LLC	22-10771
• BrandCo Elizabeth Arden 2020 LLC	22-10773
• BrandCo Giorgio Beverly Hills 2020 LLC	22-10777
• BrandCo Halston 2020 LLC	22-10780
• BrandCo Jean Nate 2020 LLC	22-10783
• BrandCo Mitchum 2020 LLC	22-10789
• BrandCo Multicultural Group 2020 LLC	22-10792
• BrandCo PS 2020 LLC	22-10797
• BrandCo White Shoulders 2020 LLC	22-10798



[huronconsultinggroup.com](http://huronconsultinggroup.com) | 1166 Avenue of the Americas, 3rd Floor, New York, NY 10036

Mr. Steven Panagos was appointed as restructuring officer (the “Restructuring Officer”) of the BrandCo Debtors and Ropes & Gray LLP (“Counsel”) is seeking retention as special counsel to the Brandco Debtors.

On behalf of Huron Consulting Services LLC (“Huron”), I am pleased to confirm our engagement to provide those services set forth in the Objectives and Scope section below.

This letter (the “Engagement Letter”) and the attached General Business Terms (collectively, the “Agreement”) confirm the terms of Counsel’s engagement of Huron (*nunc pro tunc* to June 17, 2022), including our mutual understanding and agreement regarding the services to be provided and the manner in which Huron will bill and be paid for these services.

#### Objectives and Scope

We understand the engagement objectives and scope to consist of the following services (the “Services”):

1. Assist Counsel and the BrandCo Debtors in:
  - a. analyzing the BrandCo Debtors’ proposed debtor-in-possession financing facilities;
  - b. obtaining and presenting information required by the Brandco Debtors or that the BrandCo Debtors may choose to or be required to provide to Revlon or other parties in interest, including the Bankruptcy Court, the official committee of unsecured creditors, and/or any other official committees appointed in the Proceedings; and
  - c. preparing and responding to information requests.
2. Provide, if requested:
  - a. valuation services related to the value of the Brandco Debtors and their assets;
  - b. investigative and litigation consulting services regarding any potential causes of action related to the Proceedings held by, directed toward, or otherwise relevant to the BrandCo Debtors; and
  - c. expert testimony regarding our investigative and valuation services before the Bankruptcy Court.
3. Advise Counsel and the BrandCo Debtors with respect to various financial analyses and financial modeling activities, as requested
4. Collaborate and coordinate with the other advisers to Revlon or other parties in interest, as requested.
5. Provide additional services as may be requested from time to time subject to a written agreement as to scope and fees.



[huronconsultinggroup.com](http://huronconsultinggroup.com) | 1166 Avenue of the Americas, 3rd Floor, New York, NY 10036

We will endeavor to avoid duplication of efforts by other professional firms participating in these Proceedings.

### Our Services

Huron is a management consulting firm. Huron does not provide attest services, audits, or other engagements in accordance with standards established by the American Institute of Certified Public Accountants ("AICPA") or promulgated by the Public Company Accounting Oversight Board ("PCAOB"). The procedures Huron will perform are for the purposes of providing the Services outlined in this Engagement Letter and will not include independent verification of information provided by management, financial statement balances, or internal controls, the performance of which might reveal additional information that could affect the findings of our work. Accordingly, we will express no opinion or other form of assurance on any financial statements, management representations or other data provided by the Debtors accompanying or included in our work.

Any analytical, forecasting or other model that we create as part of our Services will be unique to this engagement, based on specific circumstances and assumptions, and may not be appropriate for use when those circumstances and assumptions change.

Deliverables may not be shared with any third party without Huron's prior written consent and may require that the recipient execute an access letter in a form acceptable to Huron. Use and dissemination of deliverables is addressed in further detail in the General Business Terms, which are attached.

### **Relationship Disclosures**

We have performed an internal search within Huron to identify any potential conflicts and/or relationships requiring disclosure. This search was based on the names of the persons and entities that you provided to us. Those relationships will be disclosed, to the best of our knowledge and belief, in a statement made pursuant to Bankruptcy Rule 2014. None of the relationships involve any conflicts prohibiting our performance of this engagement. You agree that you will inform Huron of additional parties to this matter or any name changes with the parties that you initially provided.



[huronconsultinggroup.com](http://huronconsultinggroup.com) | 1166 Avenue of the Americas, 3rd Floor, New York, NY 10036

### Brandco Debtors' Responsibilities

The Brandco Debtors will:

- Designate an employee or employees within its senior management who will make or obtain all management decisions and approvals with respect to this engagement, and we will be entitled to rely on and not be obligated to evaluate advise, confirm, or reject such management decisions and approvals.
- Use commercially reasonable efforts to cooperate with us, comply with all of our reasonable requests, and provide us reasonably timely access to all information and locations reasonably necessary for the performance of our Services.
- Ensure, when appropriate, that all assumptions are reasonable and provide us with further information we may need and/or request upon which we can rely to be accurate and complete.

The successful delivery of our Services and the fees charged in the Fees and Expense section below depend on the fulfillment of the Debtors' responsibilities noted above. Huron will not be responsible for any delays, additional costs, or other liabilities caused by any deficiencies in the assumptions or the Brandco Debtors' failure to carry out their responsibilities.

### Fees and Expenses

We will bill on an hourly basis based on the actual hours worked and the following range of standard hourly billing rates (which may be subject to adjustment from time to time):

Title	Rate Range
Managing Director	\$965 - \$1,315
Senior Director	\$805 - \$950
Director	\$605 - \$770
Manager	\$550 - \$575
Associate	\$440 - \$495
Analyst	\$330 - \$400

Out-of-pocket expenses (including transportation, lodging, meals, communications, supplies, copying, etc.) will be billed at the actual amounts incurred. Out-of-pocket expenses also include reasonable fees and expenses of attorneys consulted or engaged by Huron to assist it with matters under this agreement, such as retention applications, fee applications, and collection of fees under this agreement.



huronconsultinggroup.com | 1166 Avenue of the Americas, 3rd Floor, New York, NY 10036

Travel time during which no work is performed shall be itemized separately and billed at fifty percent (50%) of regular hourly rates.

Huron will only look to the Branco Debtors and not to Counsel for the payment of its invoices. We understand that our bills should be sent to:

Ryan P. Dahl, Esq.  
Ropes & Gray LLP  
1211 Avenue of the Americas  
New York, NY  
10036-8704  
Email: Ryan.Dahl@ropesgray.com

And

The BrandCo Debtors  
c/o  
Steven G. Panagos  
Restructuring Officer  
One New York Plaza  
Email: [REDACTED]

Our invoices will be prepared in accordance with applicable sections of the Bankruptcy Code and Local Rules. We understand that payment of our invoices is subject to Court review and approval.

Our invoices should be paid by wire transfer or ACH to:

BMO Harris Bank  
Chicago, Illinois  
Routing No. 071000288  
Account Title: Huron Consulting Services LLC  
Account Number: 262-463-3  
Swift Code: HATRUS44  
Comments: (Include Invoice Number to ensure proper credit)



huronconsultinggroup.com | 1166 Avenue of the Americas, 3rd Floor, New York, NY 10036

Payment by Check:  
Huron Consulting Services LLC  
P.O. Box 71223  
Chicago, IL 60694-1223

*Business Terms*

The attached General Business Terms apply to this engagement.

\* \* \* \* \*

Please indicate your agreement with these terms by signing and returning the enclosed copy of this letter to me. This engagement and the enclosed terms will become effective upon our receipt of and executed copy of the Engagement Letter.

We appreciate the opportunity to be of service to the Company and look forward to working with you and the Company on this engagement.

Sincerely,

**HURON CONSULTING SERVICES LLC**

A handwritten signature in black ink that reads "John DiDonato".

---

**John DiDonato**  
Huron | Managing Director  
**T 646-520-0084**  
**E Jdidonato@huronconsultinggroup.com**

Attachments: General Business Terms



huronconsultinggroup.com | 1166 Avenue of the Americas, 3rd Floor, New York, NY 10036

Acknowledged and Accepted:

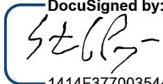
**Ropes & Gray LLP**

By: /s/ Ryan Preston Dahl

Title: Partner

Date: July 6, 2020

**Brandco Debtors**

By:   
\_\_\_\_\_  
DocuSigned by:  
1414F377003544C...

Title: Restructuring Officer

Date: \_\_\_\_\_



**Attachment to Engagement Letter dated July 5, 2022 between  
Huron Consulting Services LLC and Ropes & Gray LLP as Counsel to Beautyge II, LLC, BrandCo Almay 2020  
LLC, BrandCo Charlie 2020 LLC, BrandCo CND 2020 LLC, BrandCo Curve 2020 LLC, BrandCo Elizabeth  
Arden 2020 LLC, BrandCo Giorgio Beverly Hills 2020 LLC, BrandCo Halston 2020 LLC, BrandCo Jean Nate  
2020 LLC, BrandCo Mitchum 2020 LLC, BrandCo Multicultural Group 2020 LLC, BrandCo PS 2020 LLC, and  
BrandCo White Shoulders 2020 LLC**

## **GENERAL BUSINESS TERMS**

These General Business Terms, together with the Engagement Letter (including any and all attachments, exhibits and schedules) constitute the entire understanding and agreement (the "Agreement") between us with respect to the services and deliverables described in the Engagement Letter. If there is a conflict between these General Business Terms and the terms of the Engagement Letter, these General Business Terms will govern, except to the extent the Engagement Letter explicitly refers to the conflicting term herein.

**1. Our Services and Deliverables** We will provide the services and furnish the deliverables (the "Services") as described in our Engagement Letter and any attachments thereto, as may be modified from time to time by mutual consent.

**2. Independent Contractor** We are an independent contractor and not your employee, agent, joint venturer or partner, and will determine the method, details and means of performing our Services. We assume full and sole responsibility for the payment of all compensation and expenses of our employees and for all of their state and federal income tax, unemployment insurance, Social Security, payroll and other applicable employee withholdings.

**3. Fees and Expenses** (a) Our fees and payment terms are set out in our Engagement Letter. Those fees do not include taxes and other governmental charges (which will be separately identified in our invoices.) In the event you request that we perform some or all of the Services outside of the United States, we may issue the resulting invoice from a Huron affiliate located in the country where such Services are performed.

(b) You acknowledge that where out-of-town personnel are assigned to any project on a long-term basis (as defined from time to time in the applicable provisions of the Internal Revenue Code and related IRS regulations, and currently defined, under IRC Section 162, as a period of time reasonably expected to be greater than one year), the associated compensatory tax costs applied to out-of-town travel and living expenses also shall be calculated on an individual basis, summarized, and assessed to such personnel. In such cases, the

expenses for which you shall reimburse us hereunder shall be deemed to include the estimated incremental compensatory tax costs associated with the out-of-town travel and living expenses of our personnel, including tax gross-ups. We shall use reasonable efforts to limit such expenses.

(c) We reserve the right to suspend Services if invoices are not timely paid, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension.

**4. Taxes** (a) You will be responsible for and pay all applicable sales, use, excise, value added, services, consumption and other taxes and duties associated with our performance or your receipt of our Services, excluding taxes on our income generally. You will provide us with a copy of your certificate of tax-exemption, if applicable.

(b) If you are required by the laws of any foreign tax jurisdiction to withhold income or profits taxes from our payment, then the amount payable by you upon which the withholding is based shall be paid to us net of such withholding. You shall pay any such withholding to the applicable tax authority. However, if after 120 days of the withholding, you do not provide us with official tax certificates documenting remittance of the taxes, you shall pay to us an amount equal to such withholding. The tax certificates shall be in a form sufficient to document qualification of the taxes for the foreign tax credit allowable against our corporation income tax.

**5. Confidentiality and Privacy** (a) With respect to any information supplied in connection with this engagement



and designated by either of us as confidential, or which the other should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure ("Confidential Information"), the other agrees to protect the confidential information in a reasonable and appropriate manner, and use confidential information only to perform its obligations under this engagement and for no other purpose. This will not apply to information which is: (i) publicly known, (ii) already known to the recipient, (iii) lawfully disclosed by a third party, (iv) independently developed, (v) disclosed pursuant to legal requirement or order, or (vi) disclosed to taxing authorities or to representatives and advisors in connection with tax filings, reports, claims, audits and litigation.

(b) Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon request by the disclosing party; provided that the receiving party may retain other archival copies for recordkeeping or quality assurance purposes and receiving party shall make no unauthorized use of such copies.

(c) We agree to use any personally identifiable information and data you provide us only for the purposes of this engagement and as you direct, and we will not be liable for any third-party claims related to such use. You agree to take necessary actions to ensure that you comply with applicable laws relating to privacy and/or data protection and acknowledge that we are not providing legal advice on compliance with the privacy and/or data protection laws of any country or jurisdiction.

(d) At the conclusion of the engagement, we have the right to use your name, logo and a general description of the engagement in our marketing materials and traditional tombstone advertising.

**6. Our Deliverables and Your License** Upon full and final payment of all amounts due us in connection with this engagement, all right, title and interest in the deliverables set out in our Engagement Letter will become your sole and exclusive property, except as set forth below. We will retain sole and exclusive ownership of all right, title and interest in our work papers, proprietary information, processes, methodologies, know-how and software ("Huron Property"), including such information as existed prior to the delivery of our Services and, to the extent such information is of general application, anything which we may discover, create or develop during our provision of Services for

you. To the extent our deliverables to you contain Huron Property, upon full and final payment of all amounts due us in connection with this engagement, we grant you a non-exclusive, non-assignable, royalty-free, perpetual license to use it in connection with the deliverables and the subject of the engagement and for no other or further use without our express, prior written consent. If our deliverables are subject to any third party rights in software or intellectual property, we will notify you of such rights. Our deliverables are to be used solely for the purposes intended by this engagement and may not be disclosed, published or used in whole or in part for any other purpose.

**7. Your Responsibilities.** To the extent applicable, you will cooperate in providing us with office space, equipment, data and access to your personnel as necessary to perform the Services. You shall provide reliable, accurate and complete information necessary for us to adequately perform the Services and will promptly notify us of any material changes in any information previously provided. You acknowledge that we are not responsible for independently verifying the truth or accuracy of any information supplied to us by or on behalf of you.

**8. Our Warranty** We warrant that our Services will be performed with reasonable care in a diligent and competent manner. Our sole obligation will be to correct any non-conformance with this warranty, provided that you give us written notice within 10 days after the Services are performed or delivered. The notice will specify and detail the non-conformance and we will have a reasonable amount of time, based on its severity and complexity, to correct the non-conformance.

We do not warrant and are not responsible for any third party products or services. Your sole and exclusive rights and remedies with respect to any third party products or services are against the third party vendor and not against us.

THIS WARRANTY IS OUR ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.



**9. Liability and Indemnification** (a) This engagement is not intended to shift risk normally borne by you to us. To the fullest extent permitted under applicable law, you agree to indemnify and hold us and our personnel, agents and contractors harmless against all costs, fees, expenses, damages, and liabilities (including reasonable defense costs and legal fees), associated with any legal proceeding or other claim brought against us by a third party, including a subpoena or court order, arising from or relating to any Services that you use or disclose, or this engagement generally. This indemnity shall not apply to the extent a claim arises out of our gross negligence or willful misconduct, as finally adjudicated by a finder of fact.

(b) We will not be liable for any special, consequential, incidental, indirect or exemplary damages or loss (nor any lost profits, savings or business opportunity). Further, our liability relating to this engagement will in no event exceed an amount equal to the fees (excluding taxes and expenses) we receive from you for the portion of the engagement giving rise to such liability.

(c) Neither of us will be liable for any delays or failures in performance due to circumstances beyond our reasonable control.

**10. Non-Solicitation** Client recognizes that Service Provider's personnel have access to Service provider's trade secrets and proprietary information and are crucial and necessary to the completion of the project for the Client. During the term of this engagement, and for a period of one year following its expiration or termination, Client will not directly or indirectly solicit, employ or otherwise engage a person who participated in the Services on behalf of Service Provider; provided, that this restriction shall not apply to any general solicitation for employees (such as general newspaper advertisements, employment agency referrals, and internet postings) not targeting any such persons, and Client shall not be restricted in hiring any such person who responds to any such general solicitation.

**11. Termination** (a) Termination for Convenience. Either party may terminate this Agreement for convenience at any time on 30 days' prior written notice to the other.

(b) Termination for Breach. Either party may terminate this Agreement for breach if, within 15 days' notice, the breaching party fails to cure a material breach of this Agreement.

(c) To the extent you terminate this Agreement for convenience, you will pay us for all Services rendered, effort expended, expenses incurred, contingent fees (if any), or commitments made by us to the effective date of termination. To the extent you terminate this Agreement for breach, you will pay us for all conforming Services rendered and reasonable expenses incurred by us to the effective date of the termination.

(d) Further, we reserve the right to terminate this Agreement at any time, upon providing written notice to you, if conflicts of interest arise or become known to us that, in our sole judgment, would impair our ability to perform the Services objectively.

(e) The terms of this Agreement which relate to confidentiality, ownership and use, limitations of liability and indemnification, non-solicitation and payment obligations shall survive its expiration or termination.

**12. General** (a) This Agreement supersedes all prior oral and written communications between us, and may be amended, modified or changed only in a writing when signed by both parties.

(b) No term of this Agreement will be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

(c) We each acknowledge that we may correspond or convey documentation via Internet e-mail and that neither party has control over the performance, reliability, availability, or security of Internet e-mail. Therefore, neither party will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond our reasonable control.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to conflict of law rules. The parties hereto agree that any and all disputes or claims arising hereunder, or in any way related to this Agreement or any performance thereunder, including any disputes with or claims against Huron employees, and any claims by any of your officers, directors, employees, shareholders and/or creditors, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The parties agree that questions of arbitrability shall be delegated to and decided by an arbitrator and not a court. Any arbitration will be



conducted in Chicago, Illinois. Any arbitration award may be entered in and enforced by any court having jurisdiction thereof, and the parties' consent and commit themselves to the jurisdiction of the courts of the State of Illinois for purposes of any enforcement of any arbitration award. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

(e) If any portion of this Agreement is found invalid, such finding shall not affect the enforceability of the remainder hereof, and such portion shall be revised to reflect our mutual intention.

(f) This Agreement shall not provide third parties with any remedy, cause, liability, reimbursement, claim of action or other right in law or in equity for any matter governed by or subject to the provisions of this Agreement

\* \* \*

**EXHIBIT B**

**DiDonato Declaration**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

REVLON, INC., *et al.*<sup>1</sup>

Debtors.

Chapter 11

Case No. 22-10760 (DSJ)

(Jointly Administered)

**DECLARATION OF JOHN C. DIDONATO IN SUPPORT OF  
THE BRANDCO DEBTORS' APPLICATION FOR ENTRY OF  
AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT  
OF HURON CONSULTING SERVICES LLC AS FINANCIAL ADVISOR  
TO THE BRANDCO DEBTORS EFFECTIVE NUNC PRO TUNC TO JUNE 17, 2022**

STATE OF PENNSYLVANIA        )  
                                    )  
                                    ss.  
COUNTY OF ALLEGHENY        )

I, John C. DiDonato, hereby declare under penalty of perjury that the following statements are true to the best of my knowledge, information, and belief:

1. I am a Managing Director of Huron Consulting Services LLC (“Huron”), a professional services firm engaged in the business of providing financial advisory and related professional consulting services. I submit this affidavit on behalf of Huron in support of the application (the “Application”)<sup>2</sup> of Debtor Beautyge II, LLC and those certain “BrandCo” debtors described in the Application (collectively, and together with Beautyge II, LLC, the “BrandCo Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), pursuant to sections

<sup>1</sup> The last four digits of Debtor Revlon, Inc.’s tax identification number are 2955. Due to the large number of debtor entities in these chapter 11 cases, for which the Debtors have requested joint administration, a complete list of the Debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/Revlon>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: One New York Plaza, New York, NY 10004.

<sup>2</sup> Capitalized terms used herein but not otherwise defined shall have those meanings set forth in the Application.

327(a), 328(a), 330, and 1107(b) of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014 and 2016 of the Federal Rule of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), authorizing the retention and employment by Ropes & Gray LLP (“Ropes & Gray”) (proposed special counsel to the BrandCo Debtors) of Huron as financial advisor to the BrandCo Debtors in connection with Mr. Steven Panagos’s delegated authority as Restructuring Officer of the BrandCo Debtors, effective as of June 17, 2022. I have personal knowledge of the matters set forth herein, and if called as a witness, would testify competently thereto.<sup>3</sup>

### **QUALIFICATIONS OF PROFESSIONALS**

1. The BrandCo Debtors have selected Huron as their financial advisor because of the firm’s diverse experience and extensive knowledge in the field of insolvency and restructuring.
2. Huron and its professionals have a proven track record of enhancing value for financially distressed business organizations. Huron provides comprehensive solutions to companies in transition, creditor constituencies, and other stakeholders in connection with out-of-court restructurings and bankruptcy proceedings. Huron possesses years of experience in providing in-depth analyses of the strengths and weaknesses of financially distressed business entities and assisting with the development of a clear strategy for moving forward. Huron’s restructuring and turnaround management services include numerous advisory roles including debtor advisory, secured lender advisory, unsecured creditor, and financial consulting. Huron possesses specific and extensive experience with entities similar to the BrandCo Debtors and

---

<sup>3</sup> Certain of the disclosures herein relate to matters within the knowledge of other professionals at Huron.

Huron's core competencies include providing management services and advising debtors in chapter 11 cases.

3. Huron has extensive experience in providing restructuring services in and out of chapter 11 proceedings and has an excellent reputation for the services it has rendered on behalf of debtors and creditors throughout the United States. Among many other examples, Huron has provided restructuring and turnaround advisory services to clients including Town Sports International, Maines Food and Paper Services, Inc., Allen Systems Group, Kazi Foods, FuelCell Energy, Inc., The NORDAM Group, Inc, and Revstone Industries.

4. In particular, Huron specializes in interim management, turnaround consulting, operational due diligence, creditor advisory services, and financial and operational restructuring. Huron's debtor advisory services include a wide range of activities targeted at stabilizing and improving a company's financial position, including: (a) developing or validating forecasts and business plans and related assessments of a business's strategic position; (b) monitoring and managing cash, cash flow, and supplier relationships; (c) assessing and recommending cost reduction and performance improvement strategies; and (d) designing and negotiating financial restructuring packages.

5. A copy of the engagement agreement effective as of June 17, 2022 (the "Engagement Agreement"), attached as Exhibit 1 to the Order, between Ropes & Gray and Huron in connection with Mr. Steven Panagos's delegated authority as Restructuring Officer of the BrandCo Debtors is incorporated herein by reference.

6. Huron understands the BrandCo Debtors need assistance in collecting and analyzing financial and other information in relation to the Chapter 11 Cases. Huron has

considerable experience with rendering such services to debtors and other parties in numerous chapter 11 cases. As such, Huron is qualified to perform the work required in these cases.

### **SERVICES TO BE RENDERED**

7. Subject to approval by the Court, Ropes & Gray proposes to retain and employ Huron to provide financial advisory services to the BrandCo Debtors on the terms and conditions set forth in the Engagement Agreement to assist the BrandCo Debtors in connection with Mr. Steven Panagos's delegated authority as Restructuring Officer of the BrandCo Debtors. These services may include, but are not limited to:

- i. assisting the BrandCo Debtors and their proposed special counsel, Ropes & Gray, in:
  - a. analyzing the BrandCo Debtors' proposed debtor-in-possession financing facilities;
  - b. obtaining and presenting information required by the Brandco Debtors or that the BrandCo Debtors may choose to or be required to provide to the Debtors or other parties in interest, including the Court, the Creditors' Committee, and/or any other official committees appointed in the proceedings; and
  - c. preparing and responding to information requests;
- ii. providing, if requested:
  - a. valuation services related to the value of the BrandCo Debtors and their assets;
  - b. investigative and litigation consulting services regarding any potential causes of action related to the Chapter 11 Cases held by, directed toward, or otherwise relevant to the BrandCo Debtors; and
  - c. expert testimony regarding Huron's investigative and valuation services before the Court;
- iii. advising the BrandCo Debtors and Ropes & Gray with respect to various financial analyses and financial modeling activities, as requested;
- iv. collaborating and coordinating with the other advisors to the Debtors or other parties in interest, as requested; and

- v. providing additional services as may be requested from time to time subject to a written agreement as to scope and fees.
8. The services to be provided by Huron will not be duplicative of those provided by Ropes & Gray and Huron will coordinate any services performed at the BrandCo Debtors' request with the services of Ropes & Gray and any other financial advisors and counsel, as appropriate to minimize duplication of effort.
9. Subject to the Court's approval of the Application, Huron is willing to serve as BrandCo Debtors' financial advisor and to perform the services described above.

### **DISINTERESTEDNESS OF PROFESSIONALS**

10. Based upon information supplied by the BrandCo Debtors, Huron searched its records to identify any connection or relationship with the following entities:
- a. The BrandCo Debtors and their affiliates;
  - b. The BrandCo Debtors' officers and directors;
  - c. The equity shareholders known to own more than twenty percent (20%) of outstanding stock of the BrandCo Debtors;
  - d. The BrandCo Debtors' major secured creditors;
  - e. The BrandCo Debtors' fifty (50) largest unsecured creditors;
  - f. All members of the Creditors' Committee;
  - g. Financial advisors and counsel to the BrandCo Debtors; and
  - h. certain other parties in interest.

The names provided to Huron by the Debtors are set forth in **Schedule I** attached hereto.

11. Based upon the database search described above, Huron does not hold or represent an interest adverse to the estates, in accordance with section 327 of the Bankruptcy Code.

12. Huron is a “disinterested person” as that term is defined in section 101(14), as modified by section 1107(b), of the Bankruptcy Code, given that, to the best of my information and belief, Huron:

- a. is not a creditor, an equity security holder, or an insider of the BrandCo Debtors;
- b. is not and was not, within two years before the commencement of these Chapter 11 Cases, a director, officer, or employee of the BrandCo Debtors; and
- c. does not have an interest materially adverse to the interests of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the BrandCo Debtors or for any other reason.

13. To the best of my knowledge, except as set forth herein and in **Schedule II** attached hereto and incorporated herein by reference and subject to the limitations discussed herein, (a) Huron has no connections with the BrandCo Debtors, creditors, and any other party in interest, or their respective attorneys and accountants, and (b) the Huron professionals working on this matter are not relatives of the United States Trustee for the Southern District of New York or of any known employee in the office thereof, or any United States Bankruptcy Judge of the Southern District of New York.

14. Huron has in the past been retained by, and presently and likely in the future will provide services for, certain creditors of the BrandCo Debtors, other parties in interest, and their respective attorneys and accountants in matters unrelated to such parties’ claims against the BrandCo Debtors or interests in these Chapter 11 Cases.

15. As part of its practice, Huron appears in many cases, proceedings, and transactions involving many different law firms, financial consultants, and investment bankers in matters unrelated to this bankruptcy. Huron has not identified any material relationships or connections with any law firm, financial consultant or investment banker involved in these Chapter 11 Cases

that would cause it to be adverse to the BrandCo Debtors or their estates, or that would otherwise affect Huron's judgment or ability to perform services for the BrandCo Debtors.<sup>4</sup>

16. In addition, I understand that Mr. Steven Panagos, the Restructuring Officer of the BrandCo Debtors, has served, or may serve from time to time, in various management and director capacities of certain Huron clients or affiliates thereof. I do not believe that Huron's current or former representation of clients for which Mr. Panagos serves or served in management and director capacities precludes Huron from meeting the disinterestedness standard under the Bankruptcy Code.

17. Huron has not provided, and will not provide, any professional services to any of the creditors, other parties in interest, or their respective attorneys and accountants with regard to any matter related to these Chapter 11 Cases, other than the services it intends to provide to Ropes & Gray as described in the Engagement Letter.

18. Prior to the Petition Date, Huron did not receive any payments from the BrandCo Debtors and is not a prepetition creditor of the BrandCo Debtors.

### **INDEMNIFICATION**

19. In accordance with the Engagement Letter, as modified herein, and subject to Court approval, the BrandCo Debtors and their estates have agreed to indemnify, defend and hold harmless Huron, its officers, directors, shareholders, principals, members, managers, employees, affiliates, subcontractors, representatives, and agents (collectively, the "Huron Indemnified Parties") from and against any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including, without limitation, the costs and expenses for counsel, incurred by or

---

<sup>4</sup> From time to time, Huron hires attorneys in the ordinary course of their business. No firm has been retained regarding any issues in this matter.

asserted against the Huron Indemnified Parries in connection with or in any way related to Huron's engagement as financial advisor to the BrandCo Debtors.

20. Huron agrees that the above indemnification, as set forth in the Engagement Letter, shall be modified as follows:

- a. all requests of the Huron Indemnified Parties for indemnification pursuant any Order approving this indemnification, shall be made by means of an application (interim or final as the case may be) filed with the Court;
- b. all requests by the Huron Indemnified Parties for indemnification by the BrandCo Debtors and their estates shall be subject to review by this Court to ensure that payment of such indemnification amounts conforms to the terms any Order approving this indemnification and is reasonable based upon the circumstances of the litigation or settlement in respect of which indemnity is sought;
- c. in no event shall the Huron Indemnified Parties be indemnified if a claim is asserted and a court determines by final order that such claim arose out of Huron's own gross negligence or willful misconduct; and
- d. in the event that the Huron Indemnified Parties seek reimbursement for attorneys' fees from the BrandCo Debtors and their estates pursuant to any Order approving this indemnification, which shall be permitted, the invoices and supporting time records from such attorneys shall be included in Huron's own applications (both interim and final) and such invoices and time records shall be subject to the *United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* without regard to whether such attorney has been retained under section 328, 1103(a), and 1103(b) of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

### **PROFESSIONAL COMPENSATION**

21. Huron's requested compensation for professional services rendered to the BrandCo Debtors will be based upon the hours actually expended by each assigned staff member at each staff member's hourly billing rate. The BrandCo Debtors have agreed to compensate Huron for professional services rendered at its normal and customary hourly rates.

22. The rates included in this Affidavit are Huron's normal and customary rates for matters of this sort. In the normal course of business, Huron revises its hourly rates on January 1

of each year. Huron requests that the rates listed below be revised to the hourly rates that are in effect at the time the services are rendered. The current normal and customary hourly rates for the financial advisory services to be rendered by Huron and applicable herein are as follows:

<b>Title</b>	<b>Rate Range</b>
Managing Director	\$965 - \$1,315
Senior Director	\$805 - \$950
Director	\$605 - \$770
Manager	\$550 - \$575
Associate	\$440 - \$495
Analyst	\$330 - \$400

23. Huron will also seek reimbursement for necessary expenses incurred, which shall include, but not be limited to, travel, photocopying, delivery service, postage, vendor charges, and other out-of-pocket expenses incurred in providing professional services.

24. Huron intends to apply to the Court for the allowance of compensation for professional services rendered and reimbursement of expenses incurred in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Huron has agreed to accept as compensation such sums as may be allowed by the Court. Huron understands that interim and final fee awards are subject to approval by this Court.

25. Huron is not a prepetition creditor of the BrandCo Debtors' estates and Huron has not received a retainer from the BrandCo Debtors.

26. In accordance with section 504 of the Bankruptcy Code, I hereby state that there is no agreement or understanding between Huron and any other entity for the sharing of compensation received or to be received for services rendered in connection with these cases.

27. This affidavit is provided in accordance with section 327(a) and 328 of the Bankruptcy Code and Bankruptcy Rule 2014.

28. I have read the Application, and, to the best of my knowledge, information, and belief, the contents of said Application are true and correct.

Dated: July 6, 2022

/s/ John C. DiDonato

Name: John C. DiDonato  
Title: Managing Director  
Huron Consulting Services LLC

## **SCHEDULE I**

### **Searched Parties**

This information is being provided in connection with the *Declaration of John C. DiDonato in support of the BrandCo Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Huron Consulting Services LLC as Financial Advisor to the BrandCo Debtors Effective Nunc Pro Tunc to June 17, 2022*. The following names were compared to Huron's client database to identify any connection or relationship:

<b><u>Debtors</u></b>
Almay, Inc.
Art & Science, Ltd.
Bari Cosmetics, Ltd.
Beautyge Brands USA, Inc.
Beautyge I
Beautyge II, LLC
BrandCo Almay 2020 LLC
BrandCo Charlie 2020 LLC
BrandCo CND 2020 LLC
BrandCo Curve 2020 LLC
BrandCo Elizabeth Arden 2020 LLC
BrandCo Giorgio Beverly Hills 2020 LLC
BrandCo Halston 2020 LLC
BrandCo Jean Nate 2020 LLC
BrandCo Mitchum 2020 LLC
BrandCo Multicultural Group 2020 LLC
BrandCo PS 2020 LLC
Brandco White Shoulder 2020 Llc
Charles Revson Inc.
Creative Nail Design, Inc.
Cutex, Inc.
DF Enterprises, Inc.
Elizabeth Arden (Canada) Limited
Elizabeth Arden (Financing), Inc.
Elizabeth Arden (Uk) Ltd
Elizabeth Arden International Holding, Inc.
Elizabeth Arden Investments, LLC
Elizabeth Arden NM, LLC
Elizabeth Arden Travel Retail, Inc.
Elizabeth Arden USC, LLC
Elizabeth Arden, Inc.

Fd Management, Inc  
North America Revsale Inc  
OPP Products, Inc.  
PPI Two Corporation  
Rden Management, Inc  
Realistic Roux Professional Products Inc  
Revlon (Puerto Rico) Inc.  
Revlon Canada, Inc.  
Revlon Consumer Product Corporation  
Revlon Development Corp  
Revlon Government Sales, Inc  
Revlon International Corporation  
Revlon Professional Holding Company LLC  
Revlon, Inc.  
Riros Corporation  
Riros Group Inc.  
RML, LLC  
Roux Laboratories, Inc  
Roux Properties Jacksonville, LLC  
Sinfulcolors Inc

**Debtor Affiliates & Joint Venture Partners**

American Crew Dominicana, S.r.L.  
Baninvest Beauty Limited  
Beautyge Andina S.A.  
Beautyge Australia PTY Limited  
Beautyge Beauty Group, S.L.  
Beautyge Belgium  
Beautyge Brands France Holding SAS  
Beautyge Denmark A/S  
Beautyge Fragrances  
Beautyge France SAS  
Beautyge France SAS - Switzerland Branch  
Beautyge Germany GmbH  
Beautyge Italy S.p.A.  
Beautyge Logistics Services, S.L.  
Beautyge Mexico, S.A. De C.V. (Colomer Mexico S.A.  
De C.V.)  
Beautyge Netherlands B.V.  
Beautyge Participations, S.L.  
Beautyge Portugal - Produtos Cosmeticos e  
Profissionais, Lda.

Beautyge Professional Limited (F/K/A Colomer Professional Limited)  
Beautyge RUS Closed Joint Stock Company  
Beautyge S.L.  
Beautyge Sweden AB  
Beautyge U.K., Limited  
Beautyge U.S.A., Inc. (F/K/A Colomer U.S.A., Inc.)  
BLS France Branch  
CBBeauty Ltd.  
Colomer PBS SA  
Comercializador a Brendola, S.r.L.  
Corporacion Rocosme 2012 C.A.  
Creative Beauty Products  
EA Chalhoub JV  
EA Luxasia JV  
EA USC Subsidiary  
EAI France Branch  
Elizabeth Arden (MANUF) SARL  
Elizabeth Arden (Netherlands) Holding B.V.  
Elizabeth Arden (S) Pte Ltd  
Elizabeth Arden (Shanghai) Cosmetics & Fragrances Trading Ltd.  
Elizabeth Arden (South Africa) (Pty) Ltd.  
Elizabeth Arden (Switzerland) Holding Sarl  
Elizabeth Arden AB Sweden  
Elizabeth Arden AB Sweden Hist  
Elizabeth Arden ApS Denmark  
Elizabeth Arden ApS Denmark Hist  
Elizabeth Arden AS Norway  
Elizabeth Arden AS Norway Hist  
Elizabeth Arden Austria  
Elizabeth Arden Cosm. &Fragr. Ltd China  
Elizabeth Arden Cosmeticos do Brazil Ltda  
Elizabeth Arden Dubai  
Elizabeth Arden Espana S.L.  
Elizabeth Arden Export Inc Puerto Rico  
Elizabeth Arden France  
Elizabeth Arden France Hist  
Elizabeth Arden GmbH  
Elizabeth Arden GmbH Germany Hist  
Elizabeth Arden Gmbh Zug Tdmk  
Elizabeth Arden Internation S.A.R.L. - France Branch

Elizabeth Arden International S.a.r.l  
Elizabeth Arden International Sarl  
Elizabeth Arden Italy  
Elizabeth Arden Japan K.K.  
Elizabeth Arden Korea Yuhab Hoesa  
Elizabeth Arden Ltd New Zealand  
Elizabeth Arden Ltd New Zealand Hist  
Elizabeth Arden Middle East Fzco  
Elizabeth Arden PTY Ltd Australia  
Elizabeth Arden PTY Ltd Australia Hist  
Elizabeth Arden Salon Holdings, LLC  
Elizabeth Arden SEA (HK) Ltd.  
Elizabeth Arden Sea Ltd Hong Kong JV  
Elizabeth Arden SEA Private Limited  
Elizabeth Arden Sea Pte Ltd.  
Elizabeth Arden SLU Spain Hist  
Elizabeth Arden Taiwan branch  
Elizabeth Arden Trading B.V.  
Elizabeth Arden trading BV Netherlands Hist  
Elizabeth Arden trading BV Russia  
Elizabeth Arden UK Ltd  
Elizabeth Arden Puerto Rico  
Europeenne DE Produits De Beaute, SAS France  
Henry Colomer Argentina, Srl.  
Mota  
New Revlon Argentina S.A.  
PBS Belgium Branch  
Produtos Cometicos De Revlon, S.A.  
Professional Beauty Services S.A.  
Promethean Insurance  
RCPC (US)  
REMEA 2 B.V. (Netherlands)  
Revlon (Hong Kong) Limited  
Revlon (Israel) Limited  
Revlon (Shanghai) Limited  
Revlon (Suisse) S.A.  
Revlon Australia PTY Limited  
Revlon B.V.  
Revlon Beauty Products, S.L.  
Revlon BV (Netherlands)  
Revlon Chile S.A

Revlon China Holdings Limited  
Revlon Consumer Corp  
Revlon Finance LLC  
Revlon Holdings B.V.  
Revlon International - U.K. Branch  
Revlon K.K.  
Revlon LDA (Brazil)  
Revlon Ltda  
Revlon Manufacturing Ltd. - Singapore Branch  
Revlon Manufacturing Ltd. - Taiwan Branch  
Revlon Manufacturing Ltd. (Bermuda)  
Revlon Mauritius  
Revlon New Zealand Limited  
Revlon Offshore Limited  
Revlon Overseas Corporation, C.A.  
Revlon Pension Trustee Company (U.K.) Limited  
Revlon Professional Group  
Revlon Real Estate Corp.  
Revlon S.P. A. (Italy)  
Revlon Shanghai LTD (China)  
Revlon South Africa (Proprietary) Limited  
Revlon Trading Shanghai Ltd  
Revlon, S.A. De C.V.  
RML - Taiwan Branch  
RML Corp.  
Rml Holdings, L.P  
SAS & Company Limited  
SAS Licences Limited  
Shanghai Revstar Cosm Mktg Service Ltd China  
Shanghai Revstar Cosmetic Services Limited  
US Cosmeceutechs, LLC  
YAE Artistic Packing Industry LTD (Israel)  
YAE Press 2000 (1987) LTD (Israel)

---

**Direct & Indirect Shareholders**

---

Armour Farmaceutica De Colombia S.A.  
Macandrews & Forbes Inc.  
MacAndrews Cosmentics Holdings Inc.  
Meridian Sports Incorporated  
PPI Four Corporation  
Rev Holdings LLC  
Revlon Holdings LLC

Ronald O. Perelman
<b>Debtors' Directors, Officers and Management Team</b>
Al Bernikow
Barry Schwartz
Beril Yildiz
Ceci Kurzman
Charles Waters
Cristiana Falcone Sorrell
Debbie Perelman
E. Scott Beattie
Ely Bar-Ness
Heather Wallace
Jose Urquijo
Keyla Lazardi
Kristin Dolan
Martine Williamson
Ravi Sankar
Thomas Cho
Tracey Raso
Victor Nichols
Victoria Dolan
<b>Banks, Lenders and Administrative Agents</b>
140 Summer Partners LP
400 Capital Management LLC
Aegon Asset Management
Allianz SE
Allstate Investment Management Company
Alter Domus
Angelo Gordon & Co LP
Antara Capital LP
Apex Credit Partners, LLC
Apollo Centre Street Partnership, L.P.
Apollo Lincoln Fixed Income Fund, L.P.
Ares Management LLC
Argo Group International Holdings
Argonaut Insurance Co
ASOF Holdings II LP
Assured Investment Management
Athora Lux Invest S.C.S.P.
Atlas Merchant Capital
Avenue Capital Group

Avenue RP Opportunites Fund LP  
Avenue Special Opportunities Fund II LP  
Avenue Strategic Opportunities Fund LP  
Avenue Value Credit Fund LP  
Bardin Hill Loan Management LLC  
Benefit Street Partners  
BlackRock Fund Advisors  
BlackRock Inc  
Blackrock Luxembourg SA  
Blue Torch Finance LLC  
Bondbloxx Inv Management LLC  
Brigade Capital Management, LP  
Callodine Commercial Finance SPV, LLC  
Castleknight Management  
CIBC Bank USA  
CIFC Asset Management  
Citibank, N.A.  
Colony Insurance Co  
Corre Partners Management LLC  
Crystal Financial SPV LLC  
Deutsche Bank  
Deutsche Bank AG Cayman Islands Branch  
Diameter Capital Partners LP  
Ensign Peak Advisors, Inc.  
Farmstead Capital Management, LLC  
First Eagle Alternative Capital BDC, Inc.  
First Eagle Credit Opportunities Fund  
First Eagle Direct Lending  
First Eagle Direct Lending Fund IV Co-Invest, LLC  
First Eagle Direct Lending Fund IV, LLC  
First Eagle Direct Lending V-A, LLC  
First Eagle Direct Lending V-C, SCSP  
First Eagle Direct Lending V-B, LLC  
Fundacion Zudalan  
Glendon Capital Management  
Glendon Capital Management, LP  
Goldman Sachs & Co.  
Government Pension Investment Fund  
Greywolf Loan Management LP  
HPS Investment Partners LLC  
Icahn Capital LP

Insight North America LLC  
Invesco Ltd  
Investco Powershares CAP MGMT LLC  
Jefferies & Co. INC.  
JPMorgan Asset Management Europe S  
JPMorgan Chase & Co  
King Street Capital Management  
KKR & Co  
Livello Capital Special Opportunities Master Fund LP  
LJK Investment Partners LP  
Medalist Partners Corporate Finance LLC  
MHR Fund Management  
Michael F. Guglielmino and Gail Guglielmino Revocable 2005 Trust  
UAD 7/27/2005  
MidCap Funding IV Trust  
Napier Park Global Capital  
New Generation Advisors LLC  
Nut Tree Capital Management  
Oak Hill Advisors Lp  
OHA Credit Partners IX Ltd  
OHA Credit Partners VII Ltd  
OHA Credit Partners X R Ltd  
OHA Credit Partners XI Ltd  
OHA Credit Partners XII Ltd  
OHA Credit Partners XIII Ltd  
OHA Loan Funding 2013 1 Ltd  
OHA Loan Funding 2013 2 Ltd  
OHA Loan Funding 2015 1 Ltd  
OHA Loan Funding 2016 1 Ltd  
P Schoenfeld Asset Management  
Pacific Investment Management Co L  
Paloma Partners Management Company  
Pictet Asset Management Ltd  
PIMCO Funds:Global Investors Serie  
Rogge Global Partners Ltd  
SCP Cayman Debt Master Fund SPV LLC  
SCP Private Corporate Lending Fund SPV, LLC  
SCP Private Credit Income BDC SPV LLC  
SCP Private Credit Income Fund SPV LLC  
SCP SF Debt Fund L.P.  
State Street Corp

State Street Global Advisors Inc  
Swisscanto Asset Management AG  
Swisscanto Holding AG  
Sycamore Partners Management LP  
Symphony Asset Management LLC  
Tall Tree Investment Management LLC  
The Carlyle Group  
Three Court, LP  
TKB Investment Partners JSC  
TPG Opportunities Partner  
TSLE Compass Sarl  
UBS AG  
UBS Gestion SGIIC SA  
U.S. Bank National Association  
Wells Fargo Bank, N.A.  
Z CAPITAL  
Zais Group LLC  
Zuercher Kantonalbank

**Largest Creditors**

Accenture International Limited  
Ancorotti Cosmetics  
Array Canada Inc  
Beauty Care Professional Products Participations,  
S.A.  
Commission Junction  
Dassin, Gerald  
Dessen, Stanley  
Draper, Robert E.  
Engelman, Irwin  
Fellows, George  
Fiabila USA Inc.  
Financial Services Regulatory Authority of  
Ontario  
Flywheel Digital LLC  
Fox, William J.  
Gedeon, Harvey  
Greff, Douglas  
Hawkins Parnell & Young LLP  
Kerr, Myriam And Kerr, Robert  
Kretzman, Robert K.  
Laurenti, Giorgio L.  
Levin, Jerry W.

Nichols III, Wade H.  
Pension Benefit Guaranty Corporation  
Premium Retail Services  
Quotient Technology Inc  
Salcedo, Stephanie  
Salesforce.com Inc.  
Shapiro, Paul E.  
The Nielsen Company US LLC  
US Bank, National Association  
Valassis Communications Inc  
VMWARE, Inc.

**Customers of the Debtors**

Amazon  
ARP  
Brunet  
Drug Trading  
Familiprix  
Federated Co-Op  
Giant Tiger  
Independents  
Jean Coutu  
Johnston Wholesale  
Katz/Rexall/Phamaplus  
Lawton'S  
Lcl/Loblaws National Grocers  
London Drugs  
Northwest  
Peoples Drug Mart  
Pharmachoice/Price Watchers  
Pharmasave  
Proxim/Pharmessor  
Remedy Rx  
S.D.M. National  
Safeway/Macdonalds Consol  
Save-On/Overwaitea  
Sobey'S East  
Unipharm  
Uniprix  
Value Drug Mart  
Walmart

**Bankruptcy Court Judges**

Beckerman, Lisa G.  
Chapman, Shelley C.  
Drain, Robert D.  
Garrity, James L., Jr.  
Glenn, Martin  
Jones, David S.  
Lane, Sean H.  
Morris, Cecelia G.  
Wiles, Michael E.

**Bankruptcy Court Employees**

Anderson, Deanna  
Ashmeade, Vanessa  
Azzaro, Christine  
Barajas, Andres  
Barrett, Chantel  
Blackmon, Michael  
Calderon, Lynda  
Carrasco, Robert  
Chen, Patrick  
Contino, Michael  
DePierola, Jacqueline  
Ebanks, Liza  
Echevarria, Lorraine  
Eisen, Jamie  
Fredericks, Frances  
Harkins, Daniel  
Hilburn, Brian  
Jones, Taylor  
Kan, Leslie  
Kasnetz, Alexander  
Li, Dorothy  
MacDonald, Jenna  
Mercado, Tracey  
Mitnick, Meredith  
O'Rourke, Francis  
Puccia, Karra  
Ribeiro, Christian  
Robie, Brenda  
Rodriguez, Willie  
Saney, Michelle  
Tran, Jacqueline

White, Greg  
Wybiral, Leslie  
Ziesing, Annie

**Bankruptcy Professionals**

Akin Gump Strauss Hauer & Feld LLP  
AlixPartners  
Ballard Spahr LLP  
Berkeley Research Group, LLC  
Centerview Partners LLC  
Davis Polk & Wardwell LLP  
Greenhill & Co.  
Kobre & Kim LLP  
Kroll Restructuring Administration  
Latham & Watkins LLP  
Lazard  
Moelis & Company  
Morgan, Lewis & Bockius LLP  
Paul, Weiss, Rifkind, Wharton & Garrison LLP  
PJT Partners, Inc.  
Proskauer Rose LLP  
Quinn Emanuel Urquhart & Sullivan, LLP  
Ropes & Gray LLP

**Insurance Providers**

Alliant Company  
Allianz  
Allied World Assurance Company (U.S.) Inc  
Aon Risk Services of New York  
Aon Risk Services, Inc.  
AWAC  
Berkley Insurance Company  
Berkshire Hathaway  
Brit Insurance / Lloyds  
CHUBB - ACE American Insurance Company  
CNA Insurance Company  
Endurance American Insurance Company  
Everest Insurance Company  
Everest National Insurance Company  
Great American Spirit Ins Company  
Illinois National Insurance Company  
Ironshore Indemnity Inc.  
Lockton  
Markel American Insurance

National Fire & Marine Insurance Company  
National Union Fire Insurance Company of  
Pittsburgh, PA  
Nationwide Management Liability & Specialty  
North American Specialty  
Sompo International  
STARR Indemnity & Liability  
The Ohio Casualty Insurance Company  
Zurich American Insurance Company  
Zurich Insurance PLC & Various  
Zurich International Programs

**Debtors' Landlords**

181 West Madison  
Atomic Investment, INC  
Broadstone Net Lease LLC  
Chelsea Orlando Development  
CPG Partners  
Edison 27 Investors LLC  
Franklin Oaks Equity Partners LLC  
Las Vegas South Premium Outlet  
Nicollet Office Fee Owner LLC  
One NY Plaza CO LLC  
Orlando Premium Outlets  
Pembroke Pointe Office,LLC  
Pinnacle Hills LLC  
Prudential  
San Marcos Factory Store  
SCIP540 Beautyrest LLC  
Simon  
SIR Property Trust  
SP Plus Parking  
Texas City Outlet  
Tillyard  
Valley Properties

<b><u>Issuers/Beneficiaries of Letters of Credit</u></b>
200 Park South Associates LLC
Citibank
Citibank International Plc
Continental Casualty Company
Hsbc Bank Plc, London
JP Morgan Chase Bank, N.P.
New Jersey Department of EPA
Pembroke Pointe Office LLC
Transportation Insurance Company
<b><u>Parties in Litigation with Debtors</u></b>
UMB Bank, National Association
<b><u>Employees of the Office of the U.S. Trustee</u></b>
Abriano, Victor
Arbeit, Susan
Bruh, Mark
Cornell, Shara
Gannone, James
Higgins, Benjamin J.
Joseph, Nadkarni
Masumoto, Brian S.
Mendoza, Ercilia A.
Moroney, Mary V.
Morrissey, Richard C.
Ogunleye, Alaba
Riffkin, Linda A.
Rodriguez, Ilusion
Schwartz, Andrea B.
Schwartzberg, Paul K.
Scott, Shannon
Sharp, Sylvester
Tiantian, Tara
Velez-Rivera, Andy
Vescovacci, Madeleine
Wells, Annie
<b><u>Parties with UCC Liens</u></b>
Barclays Bank PLC
BMO Harris Bank N.A.
Jefferies Finance LLC
JP Morgan Chase Bank, N.P.

Key Equipment Finance, A Division Of Keybank  
N.A.  
M&I Marshall & Ilsley Bank  
Macquarie Equipment Finance, LLC  
Medtech Personal Products Corporation  
Meridian It Inc.  
Midcap Funding IV Trust  
Optumhealth Bank, Inc.  
Raymond Leasing Corporation  
Toyota Industries Commercial Finance, Inc.  
Univest Capital, Inc.  
VAR Resources, Inc.  
VFI KR SPE I LLC  
Wilmington Trust, National Association, as  
Collateral Agent

**Unions Representing Debtor Employees**

Edison Union Local No. 3  
International Union, United Automobile,  
Aerospace, and Agricultural Implement Workers  
of America  
Unifor  
United Auto Workers

**Vendors to the Debtors**

24 Seven Llc  
84 51 Llc  
Abm Janitorial Svcs Neast Inc  
Acnielsen Company Of Canada  
Advantage Sales & Marketing Ca  
Advantage Sales & Marketing, L  
Aerosols Danville  
Aetna Life Insurance Company  
Albea Cosmetics America Inc  
All Saints Retail Ltd  
All Step Sales And Marketing I  
Alliedbarton Security Services  
Allstate Paper Box Company  
Alpha Packaging  
Alpla, Inc  
Alzo International Inc  
Amazon Media Group Llc  
Amazon Web Services  
Amco Polymers, Llc

AMERICAN EXPRESS BIP 91008  
Ancorotti Cosmetics  
Anderson Mori & Tomotsune  
Anne Du Boucheron Inc  
Apollo Retail Specialist, Llc  
Apr Beauty Group Inc.  
Aptar Stratford  
Aramis Inc  
Ariba, Inc.  
Arkay Packaging Corporation  
Art + Science Management Servi  
Art Cosmetics Srl  
Arylessence  
Ashland Specialty  
At Kearney Inc  
Atelier Management, Inc.  
Atlantic Coast Creations Ltd  
Automotive Rentals, Inc  
Auxis Costa Rica Limitada  
Averlance, S.L.  
BASF Corporation  
Bazaarvoice Inc.  
Bdp International Inc  
Beaman Public Relation Inc  
Beauty Seen Inc  
Beauty Seen Ltd  
Bell Container Corp  
Berlin Packaging Llc  
Bespoke Digital Inc  
Black Web Network, Llc  
Blonde & Co  
Bocas Co Ltd  
Brenntag Mid-South Inc.  
Brenntag Specialties, Inc.  
Broadridge Ics  
Brook And Whittle Limited  
Brush Up Consulting , Llc  
C J Transport (Uk) Ltd  
Camden Council Tax And Rates  
Canada Border Services Agency  
Canada Revenue Agency

Carolina Container Company  
Carolina Handling Llc  
Casper Company, Llc  
Cass Information Systems Inc  
Catalent Cosmetics Ag  
Catalina Marketing Corporation  
Cb Neptune Holdings Llc  
Ccl Label Inc - Shelton  
Ccl Label Lumberton  
Ccl Tube (Wilkes-Barre), Inc  
Cei Inc - Holmdel  
Cei-Roanoke  
Chandelier Creative Inc.  
Channel Systems, Llc  
Chief Container  
Chong Woo Co Ltd  
Christian Dior Perfumes Llc  
Clariant Corporation  
Coffee N Clothes  
Color Techniques Inc  
Colors And Effects Usa Llc  
Commerce Label Inc  
Consulate, Ltd  
Cooperative Activity Llc  
Coridel Capital Management Hk  
Cosmetic Colors S.A De C.V  
Cosmo International Fragrances  
Counter Intelligence  
Cpm United Kingdom Ltd  
Crawford And Co Productions In  
Creative Circle Llc  
Creative Colors Sa  
Creative Drive Inc  
Creative Sourcing International Ltd.  
Criteo Corp  
Croda Inc.  
Crystal And Company Inc  
Crystal Claire  
Crystal International  
Custodian Reit Plc  
Custom Essence

Data Forms Of Charlotte Inc  
Daybreak Fast Freight Inc  
Dell Marketing Lp  
Deloitte Management Services L  
Deloitte Tax Llp  
Derik Industrial Usa Inc  
Dermaceutical Laboratories Llc  
Digital Additive, Inc  
Dow Silicones Corp  
Dpd Group Uk Ltd  
Dxp Enterprises Inc  
Earth Spectrum  
Ecolab, Inc.  
Edison Tax Collector  
Elementis Specialties  
Elizabeth Taylor Cosmetics Co  
Empire State Realty Op, L.P.  
Energy Bbdo, Inc  
Englewood Lab, Inc  
Ernest Packaging Solutions  
Esis  
Essential Ingredients Inc.  
Estes Express Lines  
Evonik Corporation  
Eyelet Design Inc  
Facebook Ireland Limited  
Falic Fashion Group, Llc  
Fantasia Accessories Ltd  
Fercam Transportes, S.A.  
Firmenich  
First Insurance Funding  
Freshfields Bruckhaus Deringer  
Geka Manufacturing  
General Fibre Products Co  
Givaudan Fragrances Corp  
Glenroy, Inc.  
Glow Art Llc  
Go2 Staffing Solution  
Google Adwords  
Google Inc.  
Grace Beauty, Llc

Grant Industries Inc  
Granville County Tax Office  
Great West Life  
Green Oleo Srl  
Gregory Pallet & Lumber Company Llc  
Guerillascope Ltd  
Gulbrandsen Technologies Inc  
Halo Branded Solutions, Inc.  
Happy Finish Us Inc  
Haz International, Inc  
Hcp Packaging Usa Inc  
Hct Asia Limited  
Hilco Valuation Services, Llc  
Hot Girl Branding, Llc  
Hub Folding Box Co Inc  
Ibotta Inc  
Iconix Brand Group Inc  
Idea Circle Productions, Llc  
Img Models, Inc  
Impact Fulfilment Services Llc  
Imtech Graphics Inc  
Independent Container Line Ltd  
Industrial & Construction Ente  
Info Label  
Information Resources Inc  
Injectron Corporation  
Inmar Brand Solutions, Inc  
Insight Direct Usa, Inc.  
Integrated Display Group  
Intercos America Inc  
Intercos Europe Spa  
Interfila Cosmetics (Shanghai)  
Internal Revenue Service  
International Designer Collection (Idc)  
International Flavors & Fragrances  
International Paper  
Interspray Sas  
Invok Brands Llc  
Iso Plastics Corporation  
Israel Andler & Sons, Inc.  
J Packaging And Display Llc

Ja Licensing Ii, Llc  
Jade Road Design And Sourcing  
Jeen International Corp.  
Jiaxing Tengxiang Plastic  
Jim Overton, Tax Collector  
Jita Enterprise, Inc  
John Varvatos Apparel Group  
Jones Day  
Jos. H. Lowenstein Sons, Inc.  
Js Reps Corp D/B/A Art Department  
Jurist Company Inc  
Just Packaging Inc  
Kci, Ltd  
Kelly Services Inc  
King & Spalding Llp  
Kirker Enterprises Inc  
Kleen Test Products Corporatio  
Kobo Products, Inc.  
Kolmar Laboratories  
Kolmar Laboratories, Inc.  
Kpmg, Llp  
Kranky Produktions Inc  
Kroger Packaging Inc  
Lawrence Transportation System  
Lazari Investments  
Le Papillon Ltd  
Libo Cosmetics Co Ltd  
Liz Claiborne, Inc.  
Lubrizol Advanced Materials In  
Luhoo Productions Inc  
Luigi Bormioli Corp  
Lukasiewicz Design Inc  
Luxe Brands, Inc.  
M&H Plastics Inc.  
Maesa Holdings Inc  
Mane Usa  
Marietta Corp  
Marissa L Promotions Inc  
Mark Leeson  
Mascara Plus Cosmetics Srl  
Matic Plast Milano Srl

Mays Chemical Company  
Mc Plasticos De Mexico  
Mcg First Choice Sales  
Mcgill And Partners  
Mckinsey & Company, Inc  
Meiyume (Hong Kong) Ltd  
Meiyume (Uk) Limited  
Merritt Meade Loughran, Inc.  
Meta Platforms, Inc.  
Metal Dynamics  
Metropolitan Life Insurance Co  
Microsoft Corporation  
Military Sales & Service Co.  
Mimran Group Inc  
Minister Of Revenue Of Quebec  
Morrisette Paper Co, Inc  
Moveable Inc.  
Msc Industrial Supply Co. Inc.  
Multi Packaging Solutions  
Multi-Color Corporation  
Mw Studios, Inc.  
N2O2 Branding Inc  
Nakamura & Partners  
Nch Marketing Services, Inc.  
Newton Medical, LLC  
North Carolina Dept Of Revenue  
Northern Trust Company  
Nouryon Usa Llc  
Old Dominion Freight Line, Inc (Odfl)  
Oni Essence  
Oracle America Inc  
Orange Die Cutting Corp  
Orange Packaging  
Orlandi Inc - Farmingdale  
Packaging Corporation Of Ameri  
Pandb Group Pharma Beauty Le C  
Penthouse Mfg Co Inc  
Perfume Worldwide Inc  
Personal Care Products Council  
Pgp Glass Usa, Inc  
Pinterest, Inc

Plastek Industries Inc  
Pm Plastics Co  
Pochet Du Courval America  
Point 1 Displays Inc  
Precima Inc  
Premier Group Ltd  
Premium Outlet Partners, Lp  
Presperse Corporation  
Priority Fulfillment Services, Inc.  
Production Management Holding  
Promotional Development Inc  
Protameen Chemicals Inc.  
Protiviti Inc  
Pro-Vision International, Inc.  
Prudential Insurance Co. Of Am  
Puig International, S.A  
Qualipac America  
Quality Fragrance Group  
Ray Industrial Enterprises Pte  
Receiver General For Canada  
Remedy Intelligent Staffing  
Rita Corporation  
Rlm Group  
Robert Half International Inc  
Roberts Beauty  
Rozalia Mingxin Ltd  
Rpc Zeller Plastik Libertyvill  
Rtc Industries Inc  
Salsify Inc  
Sap America Inc  
Sarcona Management Inc  
Sas Alkos Cosmetiques  
Schwan Cosmetics Germany Gmbh  
Schwan Cosmetics Usa, Inc.  
Scott Adams Designs  
Screen Actors Guild-Producers  
Securian Life Insurance Co  
Sederma Inc  
Sensient Cosmetics  
Shin Etsu Silicones Of  
Shorewood Corporation of Canada Ltd.

Shorewood Packaging Of Canada  
Silgan Dispensing System Thoma  
Simex Trading Ag  
Simkins Corporation  
Simon Greenstone Panatier Pc  
Simon Property Group Lp  
Sino German Scissors And  
Slavycz Consulting  
Sloane & Company Llc  
Snap Inc  
Solnsoft Llc Dba Xcentium  
Solomon Page Group Llc  
Sparrow Society Llc  
Sprinklr Inc  
Sr Packaging Inc. Taiwan Branc  
Stafford Borough Council  
State Board Of Equalization  
Stephen Gould Corporation  
Stormdfx Ltd  
Stull Technologies Llc  
Summit Manufacturing Llc  
Sunstates Security Llc  
Symrise Inc  
Syndigo Llc  
Talk2Rep, Inc.  
Target Corporation  
Tennessee Dept Of Revenue  
The Api Group, Inc.  
The Millennium Group Of Delawa  
The Moresby Group Inc  
Three Wishes Productions, Inc  
Tiktok Inc  
Tinuiti, Inc  
Toda  
Towers Watson  
Toyota Industries Commercial  
Traackr Inc  
Traffic Models. Sl  
Tricor Braun  
Tri-K Industries, Inc.  
Tslc Corporation

Tudor Packaging Corp Inc  
Twelve, Inc  
Ubiquis Traduction  
Ukg Inc.  
Ulikethis Llc  
Unitedhealthcare Insurance Co.  
Univar Solutions Usa Inc  
Us Customs And Border Protection  
Uss Llc  
Utley's Incorporated  
Vantage Specialty Ingredients,  
Verescence La Granja, S.L.  
Verescence North America Inc.  
Veritas Communications Inc  
Veritiv Operating Co Formerly  
Verizon Wireless  
Viva Healthcare Packaging, Inc  
Voyant Beauty  
Vpi Holding Company Llc  
Webber Wentzel  
Werres Corporation  
Westrock Converting Company  
William L Rutherford  
Willson & Brown  
Willson & Brown Sp. Z O.O  
Wme Entertainment Llc  
Ws Packaging Group Inc  
Wunderkind Corporation  
Xinfu Science & Technology Co.  
Yangjiang Jinhengda Cosmetic T  
Yrc Inc  
Zhangjiagang Huashuang  
Zhuoer Gifts Industrial Co Ltd

## **SCHEDULE II**

### **Huron's Connections**

This information is being provided in connection with the *Declaration of John C. DiDonato in support of the BrandCo Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Huron Consulting Services LLC as Financial Advisor to the BrandCo Debtors Effective Nunc Pro Tunc to June 17, 2022*. Huron has or had business relationships with, currently renders, or has previously rendered services in matters unrelated to these Chapter 11 cases for the following entities:

---

#### **The following parties have been identified as either current or former Huron clients:**

Aetna Life Insurance Company	Vendor to the Debtors
Amazon	Customers of the Debtors
Berkshire Hathaway	Insurance Provider
Priority Fulfillment Services, Inc.	Vendors to the Debtors
Prudential	Debtor Landlord
SAP America Inc.	Vendors to the Debtors
Simon	Debtor Landlord
Verizon Wireless	Vendors to the Debtors
VMWARE, Inc.	Largest Creditors
Walmart	Customers of the Debtors

---

#### **The following professionals have represented parties in engagements where Huron has also been retained, or may have directly retained Huron in the past:**

Akin Gump Strauss Hauer & Feld LLP	Bankruptcy Professionals
AlixPartners	Bankruptcy Professionals
Ballard Spahr LLP	Bankruptcy Professionals
Deloitte Tax LLP	Vendor to the Debtors
Jones Day	Vendor to the Debtors
King & Spalding LLC	Vendor to the Debtors
Kobre & Kim LLP	Bankruptcy Professionals
KPMG LLP	Vendor to the Debtors
Latham & Watkins LLP	Bankruptcy Professionals
Paul, Weiss, Rifkind, Wharton & Garrison LLP	Bankruptcy Professionals
PJT Partners, Inc.	Bankruptcy Professionals
Proskauer Rose	Bankruptcy Professionals
Ropes & Gray, LLP	Bankruptcy Professionals

---

#### **The following parties represent Revlon vendors, customers, or others that appear to potentially be similarly situated in other engagements undertaken by Huron:**

Apex Credit Partners, LLC	Banks, Lenders and Administrative Agents
Argo Group International Holdings	Banks, Lenders and Administrative Agents

ARP	Customers of the Debtors
Ashland Specialty	Vendors to the Debtors
Assured Investment Management	Banks, Lenders and Administrative Agents
AT Kearney Inc	Vendors to the Debtors
AWAC	Insurance Provider
Barclays Bank PLC	Parties with UCC Lien
Berlin Packaging LLC	Vendors to the Debtors
BlackRock Fund Advisors	Banks, Lenders and Administrative Agents
BlackRock Inc	Banks, Lenders and Administrative Agents
Blackrock Luxembourg SA	Banks, Lenders and Administrative Agents
BMO Harris Bank N.A.	Parties with UCC Lien
Bondbloxx Inv Management LLC	Banks, Lenders and Administrative Agents
Brigade Capital Management, LP	Banks, Lenders and Administrative Agents
Brit Insurance	Insurance Provider
Castleknight Management	Banks, Lenders and Administrative Agents
Centerview Partners LLC	Bankruptcy Professionals
CHUBB - ACE American Insurance Company	Insurance Provider
CIFC Asset Management	Banks, Lenders and Administrative Agents
Citibank International Plc	Letters of Credit - Issuers/Beneficiaries
CNA Insurance Company	Insurance Provider
Continental Casualty Company	Letters of Credit - Issuers/Beneficiaries
Cosmo International Fragrances	Vendors to the Debtors
Creative Circle LLC	Vendors to the Debtors
Creative Colors SA	Vendors to the Debtors
Creative Drive Inc	Vendors to the Debtors
Creative Sourcing International Ltd.	Vendors to the Debtors
Crystal International	Vendors to the Debtors
Glenroy, Inc.	Vendors to the Debtors
Google Adwords	Vendors to the Debtors
Google Inc.	Vendors to the Debtors
Great American Spirit Ins Company	Insurance Provider
Halo Branded Solutions, Inc.	Vendors to the Debtors
Illinois National Insurance Company	Insurance Provider
Inmar Brand Solutions, Inc	Vendors to the Debtors
Iso Plastics Corporation	Vendors to the Debtors
JP Morgan Chase Bank N.A.	Banks/Lenders/Administrative Agents
Kelly Services Inc.	Vendor to the Debtors
Kirker Enterprises Inc	Vendors to the Debtors
Midcap Funding IV Trust	Banks/Lenders/Administrative Agents
National Union Fire Insurance Company of Pittsburgh, PA	Insurance Provider
Pension Benefit Guaranty Corporation	Largest Creditors

SIR Property Trust	Debtors' Landlords
State Board of Equalization	Vendors to the Debtors
Stull Technologies LLC	Vendors to the Debtors
Symphony Asset Management LLC	Banks/Lenders/Administrative Agents
Talk2Rep, Inc.	Vendors to the Debtors
Tall Tree Investment Management LLC.	Banks/Lenders/Administrative Agents
Tiktok Inc	Vendors to the Debtors
Transportation Insurance Company	Issuers/Beneficiaries of Letters of Credit
U.S. Bank, N.A.	Largest Creditors
Ukg Inc.	Vendors to the Debtors
UMB Bank, N.A.	Parties in Litigation with Debtors
Unipharm	Customers of the Debtors
Us Customs and Border Protection	Vendors to the Debtors
YRC Inc	Vendors to the Debtors